This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Barbara Gordon and Herbert Chessin and Sidney Lieber as Co-Trustees for the Estate of Sylvia Chessin

TO

Kerim Hasbek

For draftsman's use

THIS INSTRUMENT PREPARED BY:
Harris A. Gilbert, Attorney
Third National Bank Building
Suite 1350
Nashville, TN 37219

BOOK 8115 PAGE 751

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kerim Hasbek (NAME)	Same (NAME)	Map 120
595 Valleywood Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 55
Nashville, TN 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

28635

IDENTIFICATION REFERENCE

MAY 24 12 32 PM '90

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 150,000 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF May, 19 90

Notary Public

MY COMMISSION EXPIRES: 4-9-91

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of One Hundred Fifty Thousand ($150,000.00) DOLLARS of which $ 50,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his Promissory Note of even date to grantors in the amount of $100,000, in accordance with the terms thereof.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We, Barbara Gordon (owning a 2/3 interest) and Herbert Chessin & Sidney Lieber, Co-Trustees under the Will of Sylvia Chessin, owning a one-third interest, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Kerim Hasbek herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

See attached Exhibit A , which is incorporated by reference.

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $100,000.00.

Rosemary Lowson, the wife of Kerim Hasbek, joins in this Installment Deed for the sole purpose of waiving any and all rights she may have to the property conveyed in trust to secure the indebtedness.

This is unimproved (X) improved ( ) property, known as 1345 Murfreesboro Road, Nashville, Tennessee 37217
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and represenatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto ~~Trustee~~ Harris A. Gilbert, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ maximum insurable value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of May 19 ~~90~~.

Barbara Gordon
Barbara Gordon

Herbert Chessin
Herbert Chessin, Co-Trustee

Sidney Lieber
Sidney Lieber, Co-Trustee

Kerim Hasbek
Kerim Hasbek

Rosemary Lawson
Rosemary Lawson

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 8115 PAGE 752

Personally appeared before me Susana C. Pugh, a Notary Public in and for said County and State, the within named Kerim Hasbek and Rosemary Lowson the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of May, 19 90.

Susana C. Pugh
Notary Public

SUSANA C. PUGH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Commission expires 1-9-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ____self to be _____ of the _____, the within named bargainor, a corporation, and that ____he as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____
Notary Public

Commission expires _____

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

STATE OF OHIO)
COUNTY OF Lucas)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BARBARA GORDON, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Lucas County, Toledo Ohio, this 16th day of May, 1990.

Donna M. Link
NOTARY PUBLIC

DONNA M. LINK
Notary Public, State of Ohio
My Commission Expires Oct. 23, 1993

MY COMMISSION EXPIRES:

STATE OF NEW YORK)
COUNTY OF NASSAU)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, HERBERT CHESSIN, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at NASSAU County, New York, this 18 day of MAY, 1990.

L. Finley
NOTARY PUBLIC

MY COMMISSION EXPIRES: Aug 28, 199

LYNN FRIEDBERG
Notary Public, State of New York
No. 4955029
Qualified in Nassau County
Commission Expires Aug. 28, 19[illegible]

STATE OF ~~FLORIDA~~ New York)
COUNTY OF NASSAU)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, SIDNEY LIEBER, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nassau County New York, this 18 day of MAY, 1990.

L. Finley
NOTARY PUBLIC

MY COMMISSION EXPIRES: Aug 28, 199

LYNN FRIEDBERG
Notary Public, State of New York
No. 4955029
Qualified in Nassau County
Commission Expires Aug. 28, 19[illegible]

97 05/24 0101 03CHECK 620.70

EXHIBIT A

Land in the 2nd, formerly 5th, Civil District of Davidson County, Tennessee, being part of the northeast part of a tract of 93.55 acres, more or less, and being part of the property known as the Old Thos. S. Weaver Homeplace and described according to a survey by Barge, Waggoner and Sumner, Engineers, dated May 25, 1962, as follows:

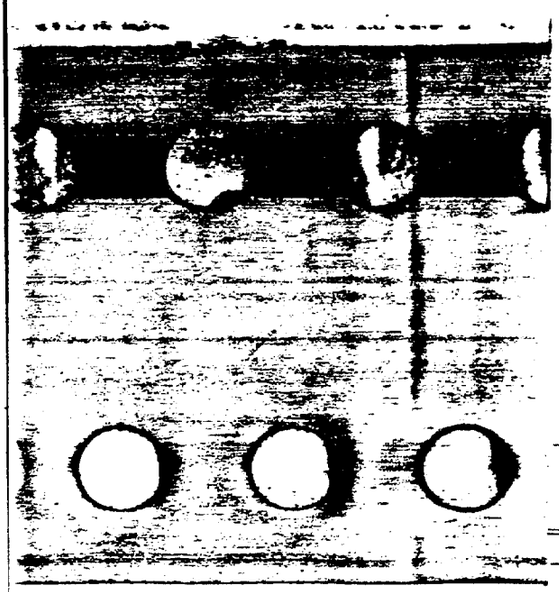
Beginning at a point at the iron pin in the South margin of Murfreesboro Road, 138.4 feet East of a concrete monument in the South margin of said Road at a turn near the intersection of Pineway Drive, said point being the northeast corner of the property conveyed to F.L. Eubank and wife, by deed of record in Book 2102, page 419, Register's Office for Davidson County, Tennessee; thence with Eubank's East line, South 23 deg. 02' West, 456.70 feet, to a point in a wire fence, being Eubank's southeast corner in the North line of the Subdivision known as Seven Oaks Subdivision, Section 1, of record in Book 1835, page 132, Register's Office for Davidson County, Tennessee; thence along the North line of said Subdivision, South 57 deg. 42 min. East, 262.70 feet, to a cedar post in a wire fence; thence partly along said fence, North 22 deg. 53' East, 349 feet, to a point at the southeast corner of a tract shown as the Shell Property on said survey; thence North 66 deg. 58' West, 183 feet, to a point; thence North 22 deg. 53' East, 150 feet, to a point in the South margin of Murfreesboro Road; thence North 66 deg. 58' West, 75 feet, to the point of beginning.

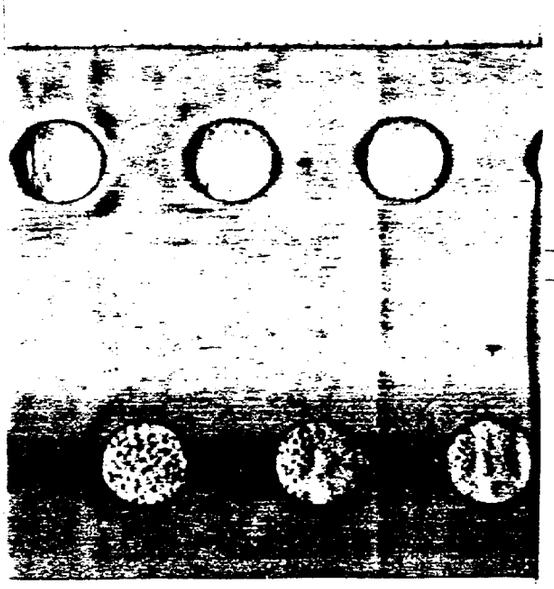
Being the same property conveyed to Rosalie S. Kaufman [as to two-thirds (2/3) interest] by Quitclaim Deed from Harris A. Gilbert, Trustee, of record in Book 4821, page 416, Register's Office of Davidson County, Tennessee.

Said property was devised to Barbara Gordon by will of Isreal Kaufman, of record in Book 133, page 345, Probate Office for Davidson County, Tennessee; title having been vested Isreal Kaufman by will of Rosalie Kaufman, of record in Book 121, page 67, Probate Office for Davidson County, Tennessee.

Being the same property conveyed to Mrs. Sylvia Chessin [as to one-third (1/3) interest] by deed from Isreal and Rosalie S. Kaufman, of record in Book 3854, page 141, Register's Office of Davidson County, Tennessee.

Said property was devised to Herbert Chessin and Sidney Lieber, Trustees of that certain trust under the will of Sylvia Chessin, of record in Book 147, page 64, Probate Office for Davidson County, Tennessee.





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8115 PAGE 755

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	
				150000.00
			MAMT	
				100000.00
			CON TX	495.00
			MOR TX	112.70
			PRFEE	1.00
			WDEED	12.00
			TOTAL	620.70
			CHECK	620.70

05/24/20 01 13:32 0001 4497

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

28635

IDENTIFICATION REFERENCE

MAY 24 12 32 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 321908